

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**COVER SHEET (ONLY for cases involving mortgage foreclosure)**

**Plaintiff(s)**

Bank of America, N.A.

Vs

**Defendant(s)**

Dale A. Kaymark

If Case involves real estate please enter the  
Property Information.

**Certificate of Location**

I hereby certify that the location of the real estate is:

Findlay Township

City, Boro or Township

Parcel ID: 9910 -X- 269 Tiebreaker: \_\_\_\_\_

**Address :**

108 Economy Grade Road, Imperial, PA 15108 a/k/a  
108 Economy Grade Road, Coraopolis, PA 15108

**YOU MUST CHECK ONE SELECTION IN EACH BOX**

OWNER OCCUPIED RESIDENTIAL

NON-OWNER OCCUPIED RESIDENTIAL

COMMERCIAL

OTHER (explain) \_\_\_\_\_

FOUR UNITS OR LESS

OVER FOUR UNITS

IF RESIDENTIAL: Name address and telephone number of representative of lending institution with authority to discuss this action.

Daniel Skidell 16001 North Dallas Parkway, Addison, TX 75006 818-251-7532

By

Elana B. Flehinger, Esq.

Case Number :

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Type of pleading :

Complaint in Mortgage  
Foreclosure

Code and Classification :

Filed on behalf of

Bank of America, N.A.

(Name of the filing party)

Counsel of Record

Individual, If Pro Se

Name, Address and Telephone Number :

Udren Law Offices, P.C.  
Woodcrest Corporate Center  
111 Woodcrest Road  
Cherry Hill, NJ 08003  
(856) 669-5400

Attorney's State ID :

209197

Attorney's Firm ID :

UDREN LAW OFFICES, P.C.  
BY: MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID#45362  
LORRAINE GAZZARA DOYLE, ESQUIRE - ID#34576  
SHERRI J. BRAUNSTEIN, ESQUIRE - ID#90675  
SALVATORE CAROLLO, ESQUIRE - ID#311050  
PAIGE M. BELLINO, ESQUIRE - ID#309091  
HARRY B. REESE, ESQUIRE - ID#310501  
KASSIA FIALKOFF, ESQUIRE - ID#310530  
ELIZABETH L. WASSALL, ESQUIRE - ID#77788  
AGNES MOMBRUN, ESQUIRE - ID#309356  
ELANA B. FLEHINGER, ESQUIRE - ID#209197  
KATHERINE E. KNOWLTON, ESQUIRE - ID#311713  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 [pleadings@udren.com](mailto:pleadings@udren.com)

ATTORNEY FOR PLAINTIFF

Bank of America, N.A.  
C/O Bank of America, N.A., as successor  
by merger to BAC Home Loans  
, LP  
16001 North Dallas Parkway  
Addison, TX 75006

Plaintiff

v.

DALE A. KAYMARK  
108 ECONOMY GRADE ROAD, IMPERIAL,  
PA 15108 A/K/A 108 ECONOMY GRADE  
ROAD  
CORAOPOLIS, PA 15108

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
ALLEGHENY County

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the

## **URGENT NOTICE**

Under a new Pilot Project of the Court of Common  
Pleas of Allegheny County:

**You may be able to get help  
with your Mortgage.**

**Call the "Save Your Home" Hotline  
at  
1-866-298-8020**

You will be put in touch with a non-profit housing  
counselor **FREE OF CHARGE** to help you try to  
work out arrangements with your mortgage company.

The housing counselor will schedule a conference  
under the Court's supervision to determine whether a  
work out can be arranged.

To get this help you must call the Hotline and go to a  
housing counselor. They will tell you what to do next.

Call the Hotline immediately. Call **1-866-298-8020**.

**Make this call to save your home!  
THIS PROJECT IS FREE**

following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

LAWYERS REFERRAL SERVICE  
Allegheny County Bar Association  
11th Floor Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 261-5555

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentir una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Allegheny County Bar Association  
11th Floor Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 261-5555

**NOTICE**

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.**  
/s/ Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
(856) 669-5400

1. Plaintiff is **Bank of America, N.A.**. Plaintiff is the legal holder of the Mortgage that is the subject of this Action. Plaintiff is either the current mortgagee of record, is the legal holder of the Mortgage by virtue of being successor in interest to the current mortgagee of record, or is the legal holder of the Mortgage by virtue of Assignment of Mortgage. If Plaintiff is the legal holder of the Mortgage by virtue of Assignment of Mortgage, it is by the following Assignments of Mortgage, all of which have either been recorded or Plaintiff is in the process of formalizing the actual Assignment of Mortgage in Plaintiff's favor:

Assignor: N/A

Assignee: N/A

Date of Assignment: N/A

Recorded Date: N/A

Book/Instrument #: N/A

Page: N/A

2. Upon information and belief Defendant(s) and/or their predecessor:

**Dale A. Kaymark**

(hereinafter "Defendants"), are the owners of property located at **108 Economy Grade Road, Imperial, PA 15108 a/k/a 108 Economy Grade Road, (Findlay Township), Coraopolis, PA 15108**, by virtue of Deed dated **12/15/2006** and recorded **12/21/2006** in Official Records Book **13095** at Page **91** of the Public Records of **Allegheny County, Pennsylvania** (hereinafter the "Property").

3. On **12/26/2006**, Defendant(s) and/or their predecessor:

**DALE A. KAYMARK**

promised to pay to the order of **Bank of America, N.A.**, the principal sum of \$ **245,600.00** payable with interest thereon provided in the Note.

4. By Mortgage dated **12/26/2006**, Defendant(s) and/or their predecessor:

**DALE A. KAYMARK**

to secure the Note, mortgaged to **Bank of America, N.A.**, the Property which is the subject of this action. The Mortgage was recorded on **01/10/2007** in Official Records Book **33222** at Page **221**. Said Mortgage is incorporated herein by referenced in accordance with Pa.R.C.P 1019(g). A legal description of the mortgage premises is attached hereto and made a part hereof.

5. Said mortgage is in default in that the payment due **08/01/2011**, and all subsequent payments have not been made, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with the other charges authorized by said Mortgage and itemized below, shall be immediately due.
6. After demand, the Defendant(s) continues to fail or refused to comply with the terms of the Mortgage as follows:
  - (a) By failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
  - (b) By failing or refusing to pay other charges, if any, indicated below.

The following amounts are due on the said Mortgage or modification agreement as of the date stated below

<b>Unpaid Principal Balance</b>	<b>\$213,224.26</b>
<b>Accumulated Interest (07/01/2011-07/12/2012)</b>	<b>\$13,452.47</b>
<b>Accumulated Late Charges</b>	<b>\$177.74</b>
<b>Escrow Deficit/ (Reserve)</b>	<b>\$1,935.45</b>
<b>Title Report</b>	<b>\$325.00</b>
<b>Attorney Fees</b>	<b>\$1,650.00</b>
<b>Property Inspection</b>	<b>\$75.00</b>
<b>Grand Total</b>	<b>\$230,839.92</b>

The above figures are calculated as of **07/12/2012**:

The interest rate is subject to adjustment if more fully described as such in the note and mortgage. The interest rate on the subject note is at **6.12500 %**. The per diem interest accruing on this debt is **\$35.6830** and that sum should be added each day after the above date.

The late charge is subject to adjustment if more fully described as such in the note and mortgage. The late charge rate on the subject note should be added in accordance to the terms of the note and mortgage charged monthly at **\$88.87**.

7. Breach letters have been sent to Defendant(s) in accordance with the requirements of the subject mortgage and/or The Pennsylvania Act 6 of 1974 of the Commonwealth of Pennsylvania and, if applicable, Act 91 of 1983. Copies of the breach letters are attached hereto as Exhibit "A"

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of **\$230,839.92** plus ongoing interest, costs and attorneys fees and for sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.  
BY: 

Elana B. Flehinger, Esq  
PA ID 209197

ALL that certain lot or piece of ground situate in the Township of Findlay, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described more particularly as follows:

BEGINNING at a point in the center line of the Clinton and Economy Grade Road, at the line of land now or formerly of Joseph Kachik, et ux; thence along said Kachik line North 39° 40' East, a distance of 252.44 feet to a point; thence by a line through property now or formerly of Edward L. Boggs, et ux, of which the herein described parcel was a part, North 4° East a distance of 171.64 feet to a point on the line of land now or formerly of E. K. Hicks, et ux; thence along said Hicks line of North 64° 37' West, a distance of 234.75 feet to a point; thence continuing along said Hicks line North 10° 56' West, a distance of 56.65 feet to a point; thence still along the same South 73° 07' West, a distance of 158.30 feet to a point in the center line of the Clinton and Economy Grade Road; thence along the center line of said Road the following three courses and distances, South 12° 55' East, 272 feet; South 25° 39' East, 134 feet and South 42° 28' East, 121.93 feet to the point at the place of beginning.

TAX IDENTIFICATION NO.: 9910-x-269

Bank of America

  
Home Loans  
PO Box 9048  
Temecula, CA 92589-9048



2252815184

**Send Payments to:**  
P.O. Box 15222  
Wilmington, DE 19886-5222

**Send Correspondence to:**  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065

20110801-7



Dale A Kaymark  
108 Economy Grade Rd  
Imperial, PA 15108-8950



Exhibit A

BLQPA1 12870 12/23/2010

Exhibit B

Bank of America



Home Loans  
P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
P.O. Box 15222  
Wilmington, DE 19886-5222

August 1, 2011

Dale A Kaymark  
108 Economy Grade Rd  
Imperial, PA 15108-8950

Account No.: 871351979  
Property Address:  
108 Economy Grade Rd  
Imperial, PA 15108-8950

Current Servicer:  
Bank of America, N.A.

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):

Dale A Kaymark

PROPERTY ADDRESS:

108 Economy Grade Rd

Imperial, PA 15108-8950

LOAN ACCT. NO.:

871351979

ORIGINAL LENDER:

Bank of America, N.A.

CURRENT LENDER/SERVICER:

Bank of America, N.A.

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

This communication is from Bank of America, N.A., the servicer of your home loan.

Please write your account number on all checks and correspondence.  
We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

BLQPA1 12870 12/23/2010

## Payment Instructions:

- Make your check payable to Bank of America, N.A.
- Don't send cash
- Please include coupon with your payment

Account Number: 871351979-4

Date A Kaymark  
108 Economy Grade Rd  
Imperial, PA 15108-8950

Balance Due for charges listed above: \$7,084.46 as of August 1, 2011.

Please update e-mail information on the reverse side of this coupon.

BLQPA1

 Additional Principal
 
 Additional Escrow
 
 Check Total
 

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.



Bank of America, N.A.  
PO BOX 15222  
Wilmington, DE 19886-5222  
1-800-669-6654

871351979400000708446000708446

5869900581871351979

Exhibit B

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for Thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for Thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within Thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**NOTICE OF INTENT TO FORECLOSE YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS  
MENTIONED IN THIS NOTICE. YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE.**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

108 Economy Grade Rd Imperial, PA 15108-8950

IS SERIOUSLY IN DEFAULT because

**YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:**

<u>Monthly Charges:</u>	06/01/2011	\$2,306.74
	07/01/2011	\$4,599.98
<u>Late Charges:</u>	06/01/2011	\$177.74
<u>Other Charges:</u>	Uncollected Late Charges:	\$0.00
	Uncollected Costs:	\$0.00
	Partial Payment Balance:	(\$0.00)
	<b>TOTAL DUE:</b>	<b>\$7,084.46</b>

**YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)**

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$7,084.46 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

This communication is from Bank of America, N.A., the servicer of your home loan.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.  
Account Number: 871351979  
Date A Kaymark E-mail address:

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

**Exhibit B**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Bank of America, N.A. at P.O. Box 15222, Wilmington, DE 19886-5222.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees. YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	<b>Bank of America, N.A.</b>
<u>Address:</u>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<u>Phone Number:</u>	<b>1-800-669-6654</b>
<u>Fax Number:</u>	<b>1-817-230-6811</b>
<u>Contact Person:</u>	<b>MS TX2-977-01-13</b>
	<b>Attention: Loan Counselor</b>

We are currently developing a process to ensure secure email communications for your Home Retention inquiries. In the interim, please contact us at the telephone number or address provided.

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Bank of America, N.A. may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagor's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**



If you are unable to cure the default on or before August 31, 2011, Bank of America, N.A. wants you to be aware of various options that may be available to you through Bank of America, N.A. to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Bank of America, N.A.. Our basic plan requires that Bank of America, N.A. receive, up front, at least 1/4 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Bank of America, N.A. even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Bank of America, N.A., you must contact us immediately. If you request assistance, Bank of America, N.A. will need to evaluate whether that assistance will be extended to you. In the meantime, Bank of America, N.A. will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 31, 2011 as outlined above will result in the acceleration of your debt.

If your loan is currently being evaluated for a loan modification, forbearance or other loan assistance solution, this notice will not cancel or delay that evaluation process. However, it is important that you promptly respond to all requests made in connection with your evaluation for a loan assistance solution, including all requests for you to contact us and any documentation required. If you do not comply with these requests in a timely manner, it may cause your loan to enter the foreclosure process as indicated in this notice. If your loan is not eligible for a loan assistance program, please note this letter will continue to serve as notice of our right to initiate foreclosure.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

<u>Monthly Charges:</u>	06/01/2011	-	06/30/2011	@	\$2,306.74	\$2,306.74
	07/01/2011	-	08/31/2011	@	\$2,299.99	\$4,599.98
<u>Late Charges:</u>	06/01/2011	-	07/31/2011	@	\$88.87	\$177.74
<u>Other Charges:</u>	Uncollected Late Charges:					\$0.00
	Partial Payment Balance:					(\$0.00)
				<b>TOTAL DUE:</b>		<b>\$7,084.46</b>



This communication is from Bank of America, N.A., the servicer of your home loan.

## CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

## ALLEGHENY COUNTY

Action Housing, Inc 425 6th Avenue Suite 950 Pittsburgh, PA 15219 412.281.2102 800.792.2801	Garfield Jubilee Associates 5138 Penn Avenue Pittsburgh, PA 15224 412.665.5200	Pennsylvania Housing Finance Agency 2275 Swallow Hill Road Bldg 200 Pittsburgh, PA 15220 412.429.2842
CCCS of Western PA River Park Commons 2403 Sidney Street, Suite 400 Pittsburgh, PA 15203 888.511.2227 888.511.2227	Mon Valley Unemployment Committee 1800 West Street 3rd Floor Homestead, PA 15120 412.462.9962	The Pittsburgh Community Reinvestment Group (PCRG) 1901 Centre Avenue Suite 200 Pittsburgh, PA 15219 412.391.6732
Community Action Southwest 58 East Greene Street Waynesburg, PA 15370 724.852.2893	Nazareth Housing Services 301 Bellevue Road Pittsburgh, PA 15229 412.931.6996	Urban League Of Pittsburgh 610 Wood Street Pittsburgh, PA 15222 412.227.4802
Fair Housing Partnership of Greater Pittsburgh, Inc. 2840 Liberty Avenue Suite 205 Pittsburgh, PA 15222 412.391.2535	NeighborWorks of Western Pennsylvania 710 5th Avenue Suite 1000 Pittsburgh, PA 15219 412.281.9773	

## Options are Available to Help You

**Avoid Foreclosure**

Call the number on the enclosed notice to learn more.

When you call, please have your income and expense information available  
so we can discuss which option(s) could work for you.

## Options to consider if your goal is to stay in your home

Program	Description
Home Affordable Modification Program (HAMP)	<p>A federal government program that allows you to repay the loan on newly agreed upon terms, which may include lowering the interest rate, placing past due amounts at the end of the loan, and/or extending the term of the loan. You may be eligible for this program if you meet the following requirements:</p> <ul style="list-style-type: none"> <li>• The home is your primary residence and you currently live in it.</li> <li>• The amount you owe on the first mortgage is equal to or less than \$729,750 for a single-family home, \$934,200 for a 2 unit property, \$1,129,250 for a 3 unit property or \$1,403,400 for a 4 unit property</li> <li>• You have experienced a hardship that has impacted your income. For example, a significant increase in your mortgage payment OR reduction in your income OR other hardship.</li> <li>• Your mortgage was obtained before Jan. 1, 2009.</li> <li>• Your payment on your first mortgage (including principal, interest, taxes, insurance and homeowner's association dues, if applicable) is more than 31% of your current gross income. To calculate this, divide your first mortgage payment by your gross income (income before taxes).</li> </ul>
Loan Reinstatement	If you can bring your loan payments up to date, we will accept the funds needed to bring the loan up to date until the day of your foreclosure sale.
Repayment Plan	A temporary agreement which allows for the repayment of the unpaid, past due amount along with regular mortgage payments. This may include principal, interest, fees, and/or costs assessed to your loan.
Temporary Forbearance Agreement	An agreement whereby we agree not to proceed with foreclosure and/or collection of payments for a period of time, to allow you to re-establish your ability to make the required payments.
Loan Modification (non-HAMP)	Repay the loan on newly agreed upon terms, which may include lowering the interest rate, placing amounts past due at the end of the loan, and/or extending the term of the loan.
Partial Claim (FHA loans Only)	If you have a Federal Housing Administration (FHA) loan and your payments are past due but you are now able to make your regular monthly mortgage payment, this program is designed to bring your loan up to date by creating a second mortgage/lien on your property for the amount that is past due.

## Options to consider if you cannot or do not wish to stay in your home

Program	Description
Home Affordable Foreclosure Alternatives Program (HAFA)	Designed to help borrowers who are eligible for the Home Affordable Modification Program (HAMP) but were unsuccessful in securing a permanent modification through the program. HAFA provides the option of a short sale and, if unsuccessful, a deed in lieu of foreclosure. A short sale is a transaction in which you sell your property for less than the total amount owed on the loan (subject to agreement by your servicer/lender/investor), resulting in the release of our lien on your home and avoidance of foreclosure. A deed in lieu of foreclosure is a transaction in which you agree to voluntarily transfer ownership of your property to us in order to avoid foreclosure.
Short Sale/ Preforeclosure Sale (non-HAFA)	Offered to borrowers who are not eligible for HAMP or other home retention alternatives. With a short sale, you sell your property for less than the total amount owed on the loan (subject to agreement by your servicer/lender/investor), resulting in the release of our lien on your home and avoidance of foreclosure.
Deed in Lieu of Foreclosure (non-HAFA)	Offered to borrowers not eligible for HAMP or other home retention alternatives, and who were not able to sell the property through a short sale. With a deed in lieu of foreclosure, you agree to voluntarily transfer ownership of your property to us in order to avoid foreclosure.



We are here to help you. Please call us today.

Hay Opciones Disponibles Para Ayudarle a

## Evitar la Ejecución Hipotecaria

Llame al número que aparece en la notificación adjunta para obtener más información

Cuando llame, tenga la información de sus ingresos y gastos disponibles para que podamos discutir cual opción(es) pueden funcionar para usted.

Opciones a considerar si su objetivo es permanecer en su casa

Programa	Descripción
Home Affordable Modification Program (HAMP)	<p>Un programa del gobierno federal que le permite pagar el préstamo bajo los nuevos términos acordados, que pueden incluir la reducción de la tasa de interés, agregando la cantidad adeudada al final del préstamo, y / o extender el plazo del préstamo. Usted puede ser elegible para este programa si cumple con los siguientes requisitos:</p> <ul style="list-style-type: none"> <li>• La casa es su residencia principal y actualmente vive en ella.</li> <li>• La cantidad adeudada en la primera hipoteca debe ser igual o menos que \$729,750 dólares para una vivienda unifamiliar, \$934,200 dólares para una propiedad de 2 unidades, \$1,129,250 dólares para una propiedad de 3 unidades o \$1,403,400 para una propiedad de 4 unidades</li> <li>• Ha experimentado una dificultad que ha afectado sus ingresos. Por ejemplo, un aumento significativo en su pago hipotecario. O reducción de sus ingresos U otras dificultades.</li> <li>• Obtuvo su hipoteca antes del 01 de enero 2009.</li> <li>• Su pago de la primera hipoteca (incluyendo principal, interés, impuestos, seguro y cuotas de asociación de propietarios, si se aplica) debe ser más del 31% de sus ingresos brutos actuales. Para calcular esto, divida su pago hipotecario por sus ingresos brutos (ingresos antes de impuestos).</li> </ul>
Restablecimiento del Préstamo	Si usted puede traer sus pagos del préstamo hipotecario al día, se le aceptarán los fondos necesarios para que el préstamo este al día hasta la fecha de la venta judicial.
Plan de Pago	Un acuerdo temporal que permite el pago de la cantidad adeudada, cantidad del pago atrasado junto con los pagos regulares de la hipoteca. Esto puede incluir principal, interés, honorarios y/o costos aplicados a su préstamo.
Acuerdo Temporal de Tolerancia	Un acuerdo por el cual nos comprometemos a no proceder con la ejecución hipotecaria y/o colección de pagos por un período de tiempo, para permitirle que restablezca su habilidad de hacer los pagos requeridos.
Modificación de Préstamo (no por medio de HAMP)	Pagar el préstamo bajo los nuevos términos acordados, que puede incluir la reducción de la tasa de interés, agregando la cantidad adeudada al final del préstamo, y/o extender el plazo del préstamo.
Reclamo Parcial (solamente prestamos de la FHA)	Si usted tiene un préstamo de la Administración Federal de Vivienda (FHA) y sus pagos están vencidos, pero ahora puede hacer sus pagos regulares mensuales de la hipoteca, este programa está diseñado para que su préstamo este al día mediante la creación de una segunda hipoteca / gravamen sobre su propiedad por la cantidad adeudada.

Opciones a considerar si no puede o no desea quedarse en su casa

Programa	Descripción
Home Affordable Foreclosure Alternatives Program (HAFA)	Disñado para ayudar a los prestatarios que son elegibles para el Programa de Home Affordable Modification (HAMP), pero no tuvieron éxito en obtener una modificación permanente a través del programa. HAFA ofrece la posibilidad de una venta corta y, si no tiene éxito, una entrega de escritura para evitar juicio hipotecario. Una venta corta es una transacción en la que usted vende su propiedad por menos de la cantidad adeudada en el préstamo (sujeto a previo acuerdo de su administrador / prestamista / inversionista), resultando en la liberación de nuestro derecho de retención sobre su propiedad y evitar la ejecución hipotecaria. Una entrega de escritura para evitar juicio hipotecario es una transacción en la que usted está de acuerdo de transferir voluntariamente las escrituras de su propiedad a nosotros con el fin de evitar la ejecución hipotecaria.
Venta Corta/ Venta antes de Ejecución Hipotecaria (no por medio de HAFA)	Se ofrece a los prestatarios que no son elegibles para HAMP u otras alternativas de retención de hogar. Con una venta corta, usted vende su propiedad por menos de la cantidad total adeudada en el préstamo (sujeto a un acuerdo por su administrador / prestamista / inversionista), resultando en la liberación de nuestro derecho de retención sobre su propiedad y evitando la ejecución hipotecaria.
Entrega de Escritura Para Evitar Juicio Hipotecario (no por medio de HAFA)	Se ofrece a los prestatarios que no son elegibles para HAMP u otras alternativas de retención de hogar, y que no pudieron vender la propiedad a través de una venta corta. Con una entrega de escritura para evitar juicio hipotecario, usted está de acuerdo a transferir voluntariamente las escrituras de su propiedad a nosotros para evitar la ejecución hipotecaria.

Estamos aquí para ayudarle. Por favor llámenos hoy.

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 [pleadings@udren.com](mailto:pleadings@udren.com)

ATTORNEY FOR PLAINTIFF

Bank of America, N.A.

Plaintiff

v.

DALE A. KAYMARK  
108 ECONOMY GRADE ROAD, IMPERIAL,  
PA 15108 A/K/A 108 ECONOMY GRADE  
ROAD  
CORAOPOLIS, PA 15108

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
ALLEGHENY County

NO.

Matthew E. Coffman, VERIFICATION, hereby states that he/she is Assistant Vice President of Bank of America, N.A., Plaintiff in this matter, that he/she is authorized to make this Verification, and verify that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: August 28, 2012

Matthew E. Coffman 8/28/12  
Name: Matthew E. Coffman  
Title: Assistant Vice President  
Company: Bank of America N.A.

MJU #: 12050577 CASE #: 12050577-1